

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

FAIR ISAAC CORPORATION, a	)	Case No. 16-cv-1054 (DTS)
Delaware corporation,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
FEDERAL INSURANCE COMPANY,	)	
an Indiana corporation, and ACE	)	
AMERICAN INSURANCE	)	
COMPANY, a Pennsylvania	)	
corporation,	)	
	)	
Defendants.	)	

**PLAINTIFF’S TRIAL WITNESS LIST**

Plaintiff Fair Isaac Corporation (“Plaintiff”), by and through its undersigned counsel, hereby identifies the following witnesses it expects to present at trial or whom it may call if the need arises. Plaintiff reserves the right to correct, modify or supplement this witness list. Plaintiff reserves the right to call anyone appearing on Defendants’ witness list and reserves the right to call additional witnesses in rebuttal to witnesses called by Defendants. Plaintiff reserves the right to present any witness whose testimony is necessary to lay a foundation for the authenticity or admissibility of any exhibit or document, regardless of whether they are expressly named below. Plaintiff reserves the right to present any witness whose testimony is necessary for impeachment or rebuttal, regardless of whether they are expressly named below.

Plaintiff identifies the following witnesses whom Plaintiff will call at trial during its case in chief:

**Benjamin Baer:** Testimony regarding customer usage of and experience with Blaze Advisor, including the value of Blaze Advisor.

**Sean Baseman:** Testimony regarding Blaze Advisor, including the value of Blaze Advisor, the architecture of Blaze Advisor, automated decision making.

**Jandeen Boone:** Negotiation, drafting and commercial purpose of the Blaze Advisor Software and License Agreement (“License Agreement”) and the Master Services Agreement between Chubb & Son, a division of Federal, and FICO.

**Tom Carretta:** Breach of the License Agreement, notice of breach and discussions between the parties relating to the same.

**Claudio Ghislanzoni:** Pre-acquisition and post-acquisition selection and consolidation of technologies; transition to IBM ODM in Evolution (APZ) and migration to Drools; sizing of applications containing Blaze Advisor; third-party analysis of Chubb Corporation’s technology; use of Blaze Advisor.

**Chris Ivey:** Professional services relating to Blaze Advisor statements of work between the parties; technical features of Blaze Advisor; call center logs.

**Jean-Luc Marce:** The features and development of Blaze Advisor, and the various versions of Blaze Advisor, including code and the copyright registrations for Blaze Advisor.

**Ramesh Pandey:** The assumption by ACE American Insurance Company of the duties of Chubb & Son and Federal as servicer and manager of other insurance company subsidiaries; use of Blaze Advisor; Chubb’s use of the Chubb Enterprise Architecture Repository; the hosting of Blaze Advisor containing applications on servers and the function of those servers when Blaze Advisor containing applications are accessed and used; and third-party analysis of Chubb Corporation’s technology.

**John Taylor:** the size of the post-acquisition Chubb Limited entity; corporate structure of the Chubb Corporation, Federal Insurance Company, ACE American Insurance Company, and Chubb Limited pre-acquisition and post-acquisition, respectively; sale of insurance; types of insurance sold; insurance writing companies; ACE American employment of the former employees of Federal and the employees of its division Chubb & Son; servicer and manager agreements; and NAIC filings.

**William Waid:** Experience with and value of Blaze Advisor; FICO’s software licensing and fee negotiations generally and including but not limited to with Chubb & Son; negotiations in 2016 including notice of breach and termination of the License Agreement; deployment of Blaze Advisor by Defendants; FICO’s pricing for Blaze Advisor; the fair market value of the unauthorized use of Blaze Advisor by Defendants.

**Bick Whitener:** Value of Blaze Advisor to Defendants in selling insurance and the contribution to revenue of Defendants, including the use of Blaze Advisor in each application and the business purpose of each Blaze Advisor containing applications in connection with selling insurance; rebuttal to expert testimony of Mr. William McCarter and Mr. Chris Bakewell.

**Neil Zoltowski:** The hypothetical negotiation relating to actual damages under copyright law and lost license fee damages under breach of contract law; damages relating to copyright infringement; corporate structure of Defendants; value of Blaze Advisor in connection with selling insurance; gross written premium connected to Blaze Advisor and the comparison of that revenue to the annual revenue of the parent group of insurance companies; financial reporting in addition to corporate structure; identifying the group of insurance companies now known as Chubb Limited; subject matter of expert report and deposition; rebuttal to expert testimony of Mr. Chris Bakewell.

Plaintiff identifies the following witnesses whom Plaintiff intends to present at trial by deposition. The subject matter of each witness is reflected in their deposition testimony and will be further designated according to the schedule set forth in the pretrial schedule:

**Henry Mirolyuz**

**Russell Schreiber**

**Larry Wachs**

**Tamra Pawloski**

MERCHANT & GOULD P.C.

DATE: January 6, 2023

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